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Consignment Agreement

Name(Consignor): _____

Address _____

City, State, ZIP _____

Primary Phone & Secondary Phone _____

Email Address _____

This agreement has been made on _____ (date) between _____
(hereafter named Consignor) and Awsum Auktionz LLC.

This document confirms our agreement for you (the "Consignor") to consign your personal property with us, Awsum Auctionz LLC for sale in an Online Auction. All Property accepted shall be referred to in this agreement as "Property." The Property will be offered for sale subject to our Terms and Conditions of Sale, which are posted on our website with each auction catalog, found at <https://awsumauktionzllc.com/terms-conditions/>.

Property Consigned to Auction: You, as the Consignor, grant Awsum Auctionz LLC the exclusive right to sell the Property provided at public auction. You, as the Consignor, agree and warrant to us and to the purchaser that you are the sole owner of the Property you are consigning and that you have the right to consign the Property for sale; that the Property is currently and through the sale kept, free and clear of all liens, claims and encumbrances of others; that good title to and right to possession of the Property will pass to the purchaser free of all liens, claims and encumbrances; and that all the Property is authentic. All Property will be sold to the high bidder unless an Auction Price Reserve was not met or the minimum bid was not achieved. A listing of your lots and a copy of the catalog may be mailed to you at your written discretion. Once items are consigned to the Auction House, they cannot be removed from this Agreement before or at the auction unless approved by the Auction House. (Fees will apply if we have to cancel an auction, you will be invoiced).

Offsite Auctions (Our Location), **Pick up fees** (if required) the Consignor is responsible for all shipping and moving costs associated with the arrival of their items at the auction house. The charge for consignment pickup is \$115/hour truck & trailer fee, plus \$15/man-hour labor. These fees also apply to the return of unsold lots to the Seller and may be higher for extraordinary circumstances.

For Onsite Auctions (Your Location), the Consignor agrees that all of the Property to be sold at auction will be in the following designated area of the **Building/Structure or location** for cataloging by the date written below. No Property will be added or subtracted from this designated area on or after this date and no Property will not be used or altered from its present condition.

_____ Location _____ Date

Insurance: Consignor acknowledges that the Awsum Auctionz LLC and/or its agent(s) cannot accurately predict the price the property will bring at auction and **Consignor further acknowledges** that Awsum Auctionz LLC and/or its agent(s) have not made any such assurances or predictions of price to the Seller or his/her agent(s). The Consignor is responsible for property insurance while your items are in Awsum Auctionz LLC's possession. We do not offer property insurance. By signing this agreement, you release Awsum Auctionz LLC, its partners, and auctioneers from liability for any damages caused by any event, including theft, negligence, accident, fire, water, wind, or other acts of nature or disaster, which may lead to the destruction or inability of any item to be sold at auction. You agree to release Awsum Auctionz LLC from any claims arising from any pre-sale estimate or monetary evaluation. Awsum Auctionz LLC does not offer legally binding appraisals or guarantee a selling price of any Property.

Security Onsite Auctions: The Consignor is responsible for safe access and control of consignments at all times. All doors, windows, and entry points must be locked and safely secured to prevent any loss or damage of the property while it remains live for bidding and sale. The Consignor agrees to make available the consignments so Awsum Auctionz LLC may do their work during normal business hours. The Consignor has no authority to require Awsum Auctionz LLC to work or catalog at a time that is not mentioned in writing on this contract. Consignors shall not be present at the location of the onsite auction during the scheduled cataloging, photography process, or pickup unless expressly requested in writing. Awsum Auctionz LLC reserves the right to change cataloging dates with written notice.

Planned Cataloging and Photography

Date(s) _____

Fees Paid by Consignor: The Consignor agrees that the Auction House fees and expenses as specified below will be charged to the Consignor.

Commission – serves as compensation for insurance, storage costs, inventory processing, Auction House management, and other Auction

House facilities expenses and is based on the highest (winning) bid for each item according to the following scale

Selling Price (per item) Commission Rate

\$5 Per Lot For Items That Sell Under \$6, meaning you get \$0 for lots that sell \$0-\$5

35% Flat Rate Over \$5

Buyback Fee – a fee of 10% of the highest bid obtained at auction is payable to the Awsum Auctionz LLC

on items that do not meet the reserve price (as specified in the 'Absolute/Reserve' section above). The Consignor is prohibited from bidding on his/her item(s) or from enlisting an agent to bid on his/her behalf.

Listing Fee – \$2.00 per lot, applies to all auction items photographed and cataloged for auction.

Clean-out Services (if applicable) - \$65/per hour plus \$0.50/mile for transportation to Awsum Auctionz LLC warehouse.

Timeliness & Method of Sale: The exact date(s) of the auction will be determined at the full discretion of Awsum Auctionz LLC. The consignor agrees to sell items

at immediate auction/complete liquidation – Consignor grants Awsum Auctionz LLC the authority to sell items using any combination of online auctions.

gradually as determined by Awsum Auctionz LLC – Consignor grants Awsum Auctionz LLC the authority to sell items using any combination of online auctions, selling apps, and/or other sales methods deemed most profitable for the Seller within the allotted time frame that will expire on (date).

For either method of sale, Consignor grants Awsum Auctionz LLC the authority to solicit and accept other consignments into any auction. In addition, the Consignor grants full authority to Awsum Auctionz LLC to determine the timing, method, location, and type of auction to use in selling the item(s), including the use of reserves. Awsum Auctionz LLC shall have complete discretion as to the date(s) of sale of the item(s) and may, at its discretion, display photos or descriptions of the item(s) either in print or on the internet, both during and after the sale of the item(s).

Liens/Encumbrances: The Consignor affirms that he/she has good title and the right to sell said property and that the property is free of all encumbrances and liens except as follows: In addition, the **Buyer's premium** is a fee added to the high winning bid amount and paid by the Buyer. This fee will be collected and retained by Awsum Auctionz LLC at no cost or benefit to the Consignor. Buyers who require items to be shipped to their location will be billed for any related expenses with no cost or benefit to the Consignor.

Non-Payment: We have advanced techniques to capture payment even in the common event a buyer is unable to attend a pickup day. Settlement of a sale may be deferred until any item has been paid for. In the unlikely but possible event of a total non-paying bidder, Awsum Auctionz LLC reserves the right to cancel the sale and attempt to resell it.

Claims by Buyers: If, within 30 days from the auction close, the buyer of any Property demonstrates to Awsum Auctionz LLC satisfaction that the property purchased is not authentic or is materially different from its catalog description or other Awsum Auctionz LLC representations, Awsum Auctionz LLC may, in its sole discretion, delay payment to the consignor (if not yet paid to the consignor), rescind the sale, and refund the full purchase price to the buyer. If the Consignor has been paid, the consignor will remit to Awsum Auctionz LLC the proceeds previously received for the rescinded sale.

Settlement & Payment: Awsum Auctionz LLC will provide the Consignor (or other designated entity or representative) with a settlement statement and net auction proceeds within 15-30 days of the sale of items at auction. It is agreed that all auction fees and expenses will be deducted from the proceeds before the satisfaction of liens or encumbrances and receipt of payment. Commissions will be calculated based on the gross selling prices without deduction for any liens or encumbrances. Non-Payment: We

have advanced techniques to capture payment even in the common event a buyer is unable to attend a pickup day. Settlement of a sale may be deferred until any item has been paid for. In the unlikely but possible event of a total non-paying bidder, Awsum Auctionz LLC reserves the right to cancel the sale and attempt to resell it.

Unsold Property: For **Offsite Auctions**, it is the Consignor's responsibility to contact Awsum Auctionz LLC and make arrangements to retrieve the unsold Property ASAP after an auction has ended. Unsold property is considered abandoned by the Consignor 2 days after the conclusion of the sale unless an agreement has been made for retrieval at a later date. Any unsold items remaining in the warehouse after 2 days will automatically incur a donation fee. The minimum charge is \$25 per unsold lot with a higher rate for larger items. Awsum Auctionz LLC will not be liable for any loss or damage to any unsold property. For **Onsite Auctions**, Awsum Auctionz LLC is not responsible for the removal of unsold items or debris remaining in the Building/Structure/Property after the auction takes place unless previously agreed to in writing for an additional fee.

Withdrawal & Cancellation: The Consignor agrees that item(s) placed in the auction may not, for any reason, be removed by the Consignor after this Agreement has been signed, without the signed written consent of Awsum Auctionz LLC. The Consignor shall not attempt to sell or dispose of the item(s) by any other means during the period of this Agreement. A breach of this paragraph shall be grounds for Awsum Auctionz LLC to impose a reasonable penalty fee that reflects actual expenses incurred on behalf of the Consignor, and if this is unpaid, to place a lien upon the item(s). In the event of any cancellation of consignment or auction by the Consignor (direct or indirect), court order, bankruptcy, etc., the Consignor will be responsible for reimbursing Awsum Auctionz LLC for any/all expenses incurred on the Consignor's behalf.

Indemnify: Consignor agrees to indemnify and hold harmless Awsum Auctionz LLC and any employees, licensees, agents, successors, or assigns, against any claims, injury, loss, liabilities, lawsuits, damages, demands, action, or cause of action whatsoever in any manner arising from this auction or privately negotiated sale, whether arising before, during or after the auction, including any accident or casualty occurring during transportation or storage of items. This includes events related to hazardous materials, substances, sites, and/or conditions, known or unknown.

Entire Agreement: This written Agreement constitutes the entire Agreement between the parties and no modification of this Agreement shall be effective unless made in writing and signed by the parties. Consignor acknowledges receipt of a copy of this Agreement and attachments (if any). This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

The Parties agree that the exclusive course of action in any litigation or dispute concerning the enforcement of this Agreement shall be submitted to the exclusive jurisdiction of the courts in Sussex County, State of Delaware, and the Delaware law shall govern. The Parties agree that this Agreement shall be binding on their heirs, personal representatives, successors, and/or assigns. Consignor and Awsum Auctionz LLC agree that they have had the opportunity to review this Agreement and have had an opportunity to be advised as to its contents, requirements, and liabilities, and have signed this Agreement fully understanding their respective rights, responsibilities, and obligations as set forth herein.

